

AECC Intellectual Property Rights Policy

Except as otherwise defined below, all capitalized terms shall have the meaning defined for them in the Bylaws or Membership Agreement of the Automotive Edge Computing Consortium, Inc. (the “Corporation”). The following definitions shall apply to this AECC Intellectual Property Rights Policy (“IPR Policy”):

Section 1. Definitions

“Approved Standards Development Organization“ or **“Approved SDO”** means an appropriate standards body or consortium as determined by the Board of Directors to which the Final Deliverables or portions thereof, including but not limited to text, design features, tables or any information extracted or compiled from a Final Deliverable may be contributed or proposed under Section 5.

“Contribution” shall mean a submission to or for a Working Group proposing an addition to or modification of an existing Final Deliverable or a Draft Deliverable or a new Draft Deliverable or portion thereof, or a submission proposing changes or modifications to reference design documents, provided that the submission is submitted in writing (including a writing in electronic medium).

“Draft Deliverable” means a document in development or under consideration for adoption as a Final Deliverable that has not been adopted or approved by the Corporation in accordance with Section 2.

“Final Deliverable” means a document that has been adopted and approved for release by the Corporation in accordance with Section 2.

SECTION 2. CREATION OF FINAL DELIVERABLES

2.1 Draft Deliverable Review Period. For a period of forty five (45) days from the date that the Board of Directors sends the Draft Deliverables to the Members, the Members, on behalf of themselves may review the same for completion and support of the Corporation’s goals.

2.2 Final Deliverables. Upon the completion of Draft Deliverable Review Period in accordance with Section 2.1 above, Members shall finalize the proposed Final Deliverables which shall be approved by majority of Voting Members, followed by adoption of such Final Deliverables at the Board of Directors meeting. Voting Members that have any potential conflict of interest in publication of Final Deliverable may file comment and opinion to the Board of Directors specifying such conflict in sufficient details for Board of Directors to take into consideration for the adoption of Final Deliverables. Board of Directors may, at its discretion decide whether to

proceed with the adoption of Final Deliverables or to request further review of the Final Deliverables by the Members upon the receipt of such filing.

2.3 Disclosure of Information. The Members acknowledge that they will not, prior to the publication of Final Deliverable containing information of another, disclose or exchange such information other than as part of AECC's activities among themselves, or third parties when such disclosure is necessary to further the goals set out in the purpose of the Corporation; provided, however, that disclosure of such information to third parties shall additionally be subject to prior approval by the Board.

SECTION 3. SCOPE

3.1 No IPRs. AECC is not intended to develop any works containing any type of intellectual property rights. Should any patentable works be developed during the course of AECC's activities, AECC members shall discuss and negotiate the handling of such patentable works in good faith so as to fulfill the AECC objectives while securing the rights of the Members that make substantial contributions.

3.2 No transfer of ownership. The IPR ownership shall remain retained by the Member who originally owns such IPR.

3.3 No Other License. The Members agree that, except as set forth in Section 4, no license, immunity or any other right is granted under this IPR Policy by any Members or its Affiliates to any other Members or their Affiliates or to the Corporation, either directly or by implication, estoppel, or otherwise, other than the agreements to grant licenses expressly set forth herein.

More specifically, no license, immunity or any other right regarding patents are granted under this IPR Policy. No license of any patent will be granted and conveyed to a Member by any other Member.

SECTION 4. COPYRIGHT LICENSE

4.1 To the Corporation. The Members grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable, royalty-free copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member solely for the purposes of developing, publishing and distributing Final Deliverables and related materials. The Corporation shall own the copyright in the published Final Deliverables, subject to the underlying copyright rights of the contributing Members and other copyright owners. Any publication of a Final Deliverable shall contain an appropriate copyright notice in the name of the Corporation. The Corporation may exercise any and all rights of copyright ownership in the Final Deliverables and will be authorized to license such rights to the parties wishing to implement the Final Deliverables provided that such licensing activities are deemed to be contributing to achieve the Purpose of the Corporation.

4.2 From the Corporation. As to copyrighted materials published by the Corporation, including but not limited to Final Deliverables adopted by the Corporation prior to or during a Member's membership in the Corporation, the Corporation grants each Member a worldwide, irrevocable (except for breach), nonexclusive, nonsublicensable, nontransferable copyright license to internally (within the Member company including affiliates or, subject to a restricted use nondisclosure agreement, third party subcontractors of the Member) reproduce, distribute, perform, create derivative works of and display such works solely for the purposes of promoting the Final Deliverables to be widely adopted to achieve the Purpose of the Corporation. This license to the Members expressly excludes the right to create derivative works except under the restrictions set forth in this Section 4.2.

SECTION 5. SUBMISSION TO APPROVED SDO

5.1 Submission to Approved SDO. The Corporation has the option of forwarding a Final Deliverable(s) to an Approved SDO along with the corresponding copyright license rights granted pursuant to Section 4.2. The Board of Directors can exercise this option for any specific Final Deliverable.

5.2 Ballot Process. A ballot will be circulated by the Board of Directors to each Director of the Board of Directors and will contain: 1) the proposed Final Deliverable 2) a motion regarding submission to an Approved SDO and 3) the Approved SDOs IPR policy. The approval to forward a Final Deliverable to an Approved SDO will require a Super Majority Vote of the Board of Directors.

5.3 No license. No license of any patent will be granted and conveyed to any Member by any other Member hereunder. Except as set forth in Section 4 and for limited right to use the confidential information containing such IPR for the purpose of AECC's activities and discussion in AECC, no right to use such IPR contained in such confidential information shall be granted under this IPR Policy.

SECTION 6. AMENDMENTS

This IPR Policy shall only be altered, amended, or repealed, and a new IPR Policy may be adopted, upon approval of the Meeting of the Members with a Super Majority Vote.

Section 7. MISCELLANEOUS

7.1 Governing Law. This IPR Policy shall be construed and controlled by the laws of the State of Delaware, USA, without reference to conflict of laws principles.

7.2 No Warranty. All parties acknowledge that all information provided as part of the Draft Deliverable and/or Final Deliverable development process and the Draft Deliverable(s) and/or Final Deliverable(s) itself are all provided "AS IS" WITH NO WARRANTIES

WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

7.3 Limitation of Liability. IN NO EVENT WILL AECC, ANY PARTY HERETO OR ANY OTHER MEMBER OF AECC BE LIABLE TO ANY OTHER PARTY OR MEMBER OF AECC FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the Automotive Edge Computing Consortium, Inc., a Delaware non-stock, nonprofit Corporation; and

The foregoing Intellectual Property Rights Policy constitute the duly adopted Intellectual Property Rights Policy of the Automotive Edge Computing Consortium, Inc. as duly adopted by the Board of Directors of said Corporation, effective _____

IN WITNESS WHEREOF, I have hereunder subscribed my name this ___ day of _____, 201__.

Name

Signature